

IN THE UNITED STATES DISTRICT COURT FOR THE
EASTERN DISTRICT OF VIRGINIA

Norfolk Division

UNITED STATES OF AMERICA)	
)	
v.)	CRIMINAL NO. 2:05cr
)	
STEPHEN D. WILEY,)	
)	
Defendant.)	

STATEMENT OF FACTS

If this were to proceed to trial the evidence presented by the United States would establish the following beyond a reasonable doubt:

1. The defendant, Stephen D. Wiley, is the Vice President of Expedited Cargo Service Incorporated, Virginia Beach, Virginia, a corporation organized under the laws of the State of Virginia with its principal office and place of business at 1209 Baker Road, Suite 402, Virginia Beach, Virginia 23455. Expedited Cargo Service Incorporated is an independently owned and operated franchise of Team Air Express Incorporated, a corporation organized under the laws of the State of Texas with its principle office in Winnsboro, Texas. The defendant opened Expedited Cargo Service Incorporated in March 2000.

2. The defendant's company Expedited Cargo Service Incorporated is registered to transport freight in support of the military at the Military Surface Deployment and Distribution Command as Team Air Express Incorporated under Standard Carrier

Accounting Code, TAIF. The defendant's company has also provided "tenders" to the United States Government, which set out their schedules of prices for transportation and related services between designated geographic areas.

3. In or about early 2003, the defendant and another Expedited Cargo Service Incorporated, employee began providing items of value to employees of the Fleet and Industrial Supply Center Detachment located in Building 276 at the Norfolk Naval Shipyard in Portsmouth, Virginia, in return for the continuing award of Government Freight Transportation contracts (i.e., bills of lading from the Norfolk Naval Shipyard). These items of value included predominantly food items in the form of lunches and dinners at various restaurants in the Hampton Roads area.

4. In or about August 2003, one of the Government employees at the Norfolk Naval Shipyard had a conversation with an employee of Expedited Cargo Service Incorporated concerning compensation paid to the government employee in return for the continuing award of bills of lading to Expedited Cargo Service Incorporated. The defendant was made aware of the conversation between his employee and the government employee and he agreed to provide cash payments to the government employee in return for an increased number of bills of lading from the Norfolk Naval Shipyard.

5. Thereafter, from in or about August 2003 and continuing through August 2004, the defendant and his employee arranged to provide 41 separate cash payments to the government employee in return for the continuing award of freight transportation bills of lading from the Norfolk Naval Shipyard. The cash payments by the defendant to the government employee totaled approximately \$76,000.

6. The cash payments were made either directly to the government employee or into a bank account of the government employee. The payments were disguised as commission payments to an employee of Expedited Cargo Service Incorporated. The cash payments were made in return for the award of freight transportation bills of lading to Expedited Cargo Service Incorporated by the government employee. This acts to which the defendant is pleading guilty constitute violations of Title 18, United States Code, Sections 371 and 201(c)(1)(A).

Respectfully submitted,

Paul J. McNulty
United States Attorney

By:

Robert J. Seidel, Jr.
Assistant United States Attorney
Senior Litigation Counsel

After consulting with my attorney and pursuant to the plea agreement entered into this day between the defendant, STEPHEN D. WILEY, and the United States, I hereby stipulate that the above Statement of Facts is true and accurate, and that had the matter proceeded to trial, the United States would have proved the same beyond a reasonable doubt.

STEPHEN D. WILEY

I am STEPHEN D. WILEY's attorney. I have carefully reviewed the above Statement of Facts with him. To my knowledge, his decision to stipulate to these facts is an informed and voluntary one.

Joseph A. Pennington
Attorney for Stephen D. Wiley